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PTO/SB/21 (09-04)  
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## TRANSMITTAL FORM

(to be used for all correspondence after initial filing)

Total Number of Pages in This Submission

24

Application Number 10/659,501

Filing Date 09/10/2003

First Named Inventor Ned M. Weinshenker

Art Unit 1623

Examiner Name Patrick T. Lewis

Attorney Docket Number 25732.NP

### ENCLOSURES (Check all that apply)

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Fee Transmittal Form                             | <input type="checkbox"/> Drawing(s)  | <input type="checkbox"/> After Allowance Communication to TC                            |
| <input type="checkbox"/> Fee Attached                                     | <input type="checkbox"/> Licensing-related Papers  | <input type="checkbox"/> Appeal Communication to Board of Appeals and Interferences     |
| <input type="checkbox"/> Amendment/Reply                                  | <input type="checkbox"/> Petition  | <input type="checkbox"/> Appeal Communication to TC (Appeal Notice, Brief, Reply Brief) |
| <input type="checkbox"/> After Final                                      | <input type="checkbox"/> Petition to Convert to a Provisional Application                          | <input type="checkbox"/> Proprietary Information  |
| <input type="checkbox"/> Affidavits/declaration(s)                        | <input checked="" type="checkbox"/> Power of Attorney, Revocation Change of Correspondence Address | <input type="checkbox"/> Status Letter  |
| <input type="checkbox"/> Extension of Time Request                        | <input type="checkbox"/> Terminal Disclaimer   | <input checked="" type="checkbox"/> Other Enclosure(s) (please identify below):         |
| <input type="checkbox"/> Express Abandonment Request                      | <input type="checkbox"/> Request for Refund  | Statement Under 37 CFR 3.73(b)  |
| <input type="checkbox"/> Information Disclosure Statement                 | <input type="checkbox"/> CD, Number of CD(s) _____   | Postcard  |
| <input type="checkbox"/> Certified Copy of Priority Document(s)           | <input type="checkbox"/> Landscape Table on CD   | Certified Copy of Articles of Merger  |
| <input type="checkbox"/> Reply to Missing Parts/Incomplete Application    | Remarks  |   |
| <input type="checkbox"/> Reply to Missing Parts under 37 CFR 1.52 or 1.53 |  |   |

### SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT

Firm Name Thorpe North & Western, LLP

Signature

Printed name Gary P. Oakeson

Date 04/10/2006

Reg. No. 44,266

### CERTIFICATE OF TRANSMISSION/MAILING

I hereby certify that this correspondence is being facsimile transmitted to the USPTO or deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on the date shown below:

Signature

Typed or printed name Brenda Wiseman

Date 04/10/2006

This collection of information is required by 37 CFR 1.5. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to 2 hours to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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PTO/SB/82 (01-06)

Approved for use through 12/31/2008. OMB 0651-0035

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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**REVOCATION OF POWER OF  
ATTORNEY WITH  
NEW POWER OF ATTORNEY  
AND  
CHANGE OF CORRESPONDENCE ADDRESS**

Application Number	10/659,501
Filing Date	09/10/2003
First Named Inventor	Ned M. Weinshenker
Art Unit	1614
Examiner Name	Patrick T. Lewis
Attorney Docket Number	25732.NP

I hereby revoke all previous powers of attorney given in the above-identified application.

☐ A Power of Attorney is submitted herewith.

OR

☒ I hereby appoint the practitioners associated with the Customer Number:

20,551

☒ Please change the correspondence address for the above-identified application to:

☒ The address associated with  
Customer Number:

20,551

OR

<input type="checkbox"/> Firm or Individual Name					
Address					
City		State		Zip	
Country					
Telephone			Email		

I am the:

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.  
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

**SIGNATURE of Applicant or Assignee of Record**

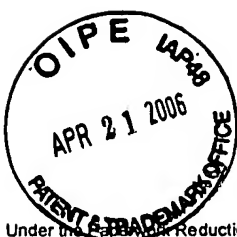
Signature			
Name	Dinesh Patel, Ph.D.		
Date	4/5/06	Telephone	(801) 464-6100

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below\*.

☐ \*Total of \_\_\_\_\_ forms are submitted.

This collection of information is required by 37 CFR 1.36. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: Inflabloc Pharmaceuticals, Inc.

Application No./Patent No./Control No.: 10/659,501 Filed/Issue Date: 09/10/2003

Entitled: COBALAMIN CONJUGATES FOR ANTI-TUMOR THERAPY

Inflabloc Pharmaceuticals, Inc., a corporation

(Name of Assignee)

(Type of Assignee: corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest  
(The extent (by percentage) of its ownership interest is \_\_\_\_\_ %)

in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or a true copy of the original assignment is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

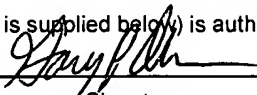
1. From: Ned M. Weinshenker, et al. To: MantiCore Pharmaceuticals, Inc.  
The document was recorded in the United States Patent and Trademark Office at  
Reel 015417, Frame 0791, or for which a copy thereof is attached.
2. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

  
Signature

04/10/2006

Date

Gary P. Oakeson

(801) 464-6100

Printed or Typed Name

Telephone Number

\_\_\_\_\_  
Attorney  
Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



Utah Department of Commerce  
Division of Corporations & Commercial Code  
160 East 300 South, 2nd Floor, S.M. Box 146705  
Salt Lake City, UT 84114-6705  
Phone: (801) 530-4849  
Toll Free: (877) 526-3994 Utah Residents  
Fax: (801) 530-6438  
Web Site: <http://www.commerce.utah.gov>

Registration Number: 5711611-0143  
Business Name: INFLABLOC PHARMACEUTICALS, INC.  
Registered Date: AUGUST 03, 2004

April 7, 2006

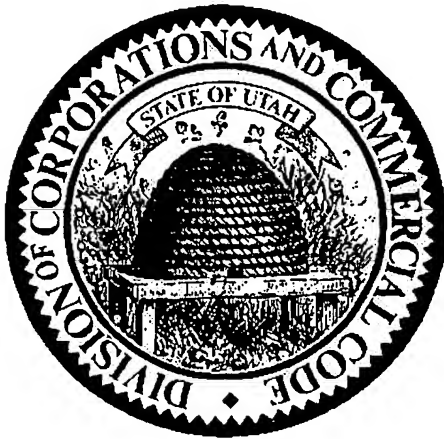
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## CERTIFIED COPY OF ARTICLES OF MERGER

THE UTAH DIVISION OF CORPORATIONS AND COMMERCIAL CODE ("DIVISION") HEREBY CERTIFIES THAT THE ATTACHED IS TRUE, CORRECT, AND COMPLETE COPY OF THE MERGER FILED IN THIS OFFICE ON FEBRUARY 02, 2006 OF

INFLABLOC PHARMACEUTICALS, INC.

AS APPEARS OF RECORD IN THE OFFICE OF THE DIVISION.



*Kathy Berg*

Kathy Berg  
Director  
Division of Corporations and Commercial Code

---

Dept. of Professional Licensing  
(801) 530-6628

Real Estate  
(801) 530-6747

Public Utilities  
(801) 530-6651

Securities  
(801) 530-6600

Consumer Protection  
(801) 530-6601

# MERGER

EXPEDITE



State of Utah  
DEPARTMENT OF COMMERCE  
Division of Corporations & Commercial Code

\$112.00

Non-Refundable Fee	
Domestic	\$37 00
Foreign	\$37 00

File Number \_\_\_\_\_

State of Utah  
Department of Commerce  
Division of Corporations and Commercial Code  
I hereby certify that the foregoing has been filed  
And approved on this 12 day of February  
in this office of this Division and hereby issued  
Examiner [Signature] Date 02-06

## Articles of Merger / Share Exchange

Manticore Pharmaceuticals, Inc., a Utah corporation  
the non-surviving corporation

1375562-0142

Into

Inflabloc Pharmaceuticals, Inc., a Delaware corporation  
the surviving corporation

5711611-0143

RECEIVED  
FEB 6 2006  
Utah Div. of Corp.  
& Comm. Code

### ARTICLE I - Surviving Corporation

#### Section 1

The name of the corporation surviving the merger is Inflabloc Pharmaceuticals, Inc.  
and such name ☐ has ☒ has not been changed as a result of the merger

#### Section 2

- A The surviving corporation is a domestic corporation existing pursuant to the provisions of the Utah Revised Business Corporation Act incorporated on \_\_\_\_\_
- B The surviving corporation is a foreign corporation incorporated under the laws of the State of Delaware and ☒ qualified ☐ not qualified to do business in Utah, upon approval of Application for Certificate of Authority Note: If application for Certificate of Authority to Transact Business is filed concurrently herewith state "Upon approval of Application for Certificate of Authority" \_\_\_\_\_
- C The effective date of the merger described herein shall be the date upon which these Articles are filed with the Utah Division of Corporations and Commercial Code, or \_\_\_\_\_

### ARTICLE II - Non-surviving Corporation(s)

The name, state of incorporation, and date incorporation or qualification (if applicable) respectively, of each Utah domestic corporation and Utah qualified foreign corporation, other than the survivor, which is party to the merger are as follows

Name of Corporation Manticore Pharmaceuticals, Inc  
State of Domicile Utah Date of Incorporation / Qualification in Utah November 27, 1996

### ARTICLE III - Plan of Merger or Share Exchange

The Plan of Merger or Share Exchange, containing such information as required by Utah Code 16-10a-1101, is set forth in "Exhibit A", attached hereto and made a part hereof

### ARTICLE IV - Manner of Adoption & Vote of Surviving Corporation (must complete Section 1 or 2)

#### Section 1

☐ Shareholder vote not required

The merger/ share exchange was adopted by the incorporators or board of directors without shareholder action and shareholder action was not required

#### Section 2

☒ Vote of shareholders (complete either A or B)

Date 02/06/2006  
Receipt Number 1700203  
Amount Paid \$1,411 00

The designation (i.e., common, preferred or any classification where different classes of stock exist), number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the merger / share exchange and the number of votes of each voting group represented at the meeting is set forth below

- A      Unanimous written consent executed on           20           and signed by all shareholders entitled to vote  
B      Vote of shareholders during a meeting called by the Board of Directors

	TOTAL	A	B	C
Designation of each voting group (i.e. preferred and common)		Common Stock	Series A Preferred Stock	Series B Preferred Stock
Number of outstanding shares	28,955,750	339,750	16,616,000	12,000,000
Number of votes entitled to be cast	28,955,750	339,750	16,616,000	12,000,000
Number of votes represented at meeting	24,278,675	104,192	14,333,885	9,840,598
Shares voted in favor	24,278,675	104,192	14,333,885	9,840,598
Shares voted against	0	0	0	0

**ARTICLE V - Manner of Adoption & Vote of Non-surviving Corporation (must complete Section 1 or 2)**

**Section 1**

- ☐ Shareholder vote not required

The merger / share exchange was adopted by the incorporators or board of directors without shareholder action and shareholder action was not required

**Section 2**

- ☒ Vote of shareholders (complete either A or B)

The designation (i.e., common, preferred or any classification where different classes of stock exist), number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the merger / share exchange and the number of votes of each voting group represented at the meeting is set forth below

- A      Unanimous written consent executed on           20           and signed by all shareholders entitled to vote  
B      Vote of shareholders during a meeting called by the Board of Directors

	TOTAL	A	B	C	D
Designation of each voting group (i.e. preferred and common)		Common Stock	Series A Preferred Stock	Series B Preferred Stock	Series C Preferred Stock
Number of outstanding shares	4,509,437	901,191	60,192	31,388	3,516,666
Number of votes entitled to be cast	4,509,437	901,191	60,192	31,388	3,516,666
Number of votes represented at meeting	4,018,930	443,180	36,928	22,156	3,516,666
Shares voted in favor	4,018,930	443,180	36,928	22,156	3,516,666
Shares voted against	139,324	139,324	0	0	0

In Witness Whereof, the undersigned being the Chief Executive Officer of the surviving corporation executes these Articles of Merger / Share Exchange and verifies, subject to penalties of perjury that the statements contained herein are true, this day of February 3, 2006

Signature

Dinesh C. Patel  
Printed Name

Mail In: S M Box 146705  
Salt Lake City, Utah 84114-6705  
Walk In: 160 East 300 South, Main Floor  
Corporation's Information Center: (801) 530-4849  
Toll Free Number: (877) 526-3994 (Utah Residents)  
Fax: (801) 530-6438  
Web Site: <http://www.commerce.utah.gov>

**AGREEMENT AND PLAN OF MERGER OF  
INFLABLOC PHARMACEUTICALS, INC., A DELAWARE CORPORATION, AND  
MANTICORE PHARMACEUTICALS, INC., A UTAH CORPORATION**

*THIS AGREEMENT AND PLAN OF MERGER*, dated as of January 16, 2006, (the "*Agreement*") is made by and between Inflabloc Pharmaceuticals, Inc., a Delaware corporation ("*Inflabloc*") and Manticore Pharmaceuticals, Inc., a Utah corporation ("*Manticore*") Inflabloc and Manticore are sometimes referred to herein as the "*Constituent Corporations*"

**RECITALS**

A. Inflabloc is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 120,216,000 shares, consisting of 65,000,000 shares of "Common Stock," \$0.001 par value and 55,216,000 shares of "Preferred Stock," \$0.001 par value. 18,416,000 shares of Preferred Stock are designated as "Series A Preferred Stock," 12,800,000 shares of Preferred Stock are designated as "Series B Preferred Stock" and 24,000,000 shares of Preferred Stock are designated as "Series C Preferred Stock." As of the date of this Agreement, 339,750 shares of Common Stock are issued and outstanding, 16,616,000 shares of Series A Preferred Stock are issued and outstanding, 12,000,000 shares of Series B Preferred Stock are issued and outstanding and none of the Series C Preferred Stock is issued and outstanding.

B. Manticore is a corporation duly organized and existing under the laws of the State of Utah and has an authorized capital of 50,000,000 shares, consisting of 40,000,000 shares of "Common Stock," no par value, and 10,000,000 shares of "Preferred Stock," no par value. 176,000 shares of Preferred Stock are designated as "Series A Preferred Stock," 500,000 shares of Preferred Stock are designated as "Series B Preferred Stock" and 4,500,000 shares of Preferred Stock are designated "Series C Preferred Stock." As of the date of this Agreement, 901,191 shares of Common Stock are issued and outstanding, 60,192 shares of Series A Preferred Stock are issued and outstanding, 31,388 shares of Series B Preferred Stock are issued and outstanding and 3,516,666 shares of Series C Preferred Stock are issued and outstanding.

C. The respective Boards of Directors of the Constituent Corporations believe it to be advisable and in the best interests of each corporation's respective stockholders that Inflabloc acquire Manticore through the merger of Manticore with and into Inflabloc (the "*Merger*"), and, in furtherance thereof, have approved the Merger, this Agreement and the transactions contemplated hereby and have directed that this Agreement be submitted to a vote of each corporation's respective stockholders and executed by the undersigned officers.

D. Inflabloc and Manticore intend that the Merger constitute a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "*Code*"), and that this Agreement constitute a "plan of reorganization" within the meaning of Section 1.386-2(g) and 1.386-3(a) of the United States Treasury Regulations.

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**NOW, THEREFORE**, in consideration of the mutual agreements and covenants set forth herein, Inflabloc and Manticore hereby agree, subject to the terms and conditions hereinafter set forth, as follows.

## **I. MERGER**

**1.1 Merger** In accordance with the provisions of this Agreement, the Delaware General Corporation Law (the "**DGCL**") and the Utah Revised Business Corporation Act (the "**URBCA**"), Manticore shall be merged with and into Inflabloc (the "**Merger**"), the separate existence of Manticore (the "**Non-Surviving Corporation**") shall cease and Inflabloc shall be the surviving corporation (sometimes referred to herein as the "**Surviving Corporation**"), and the name of the Surviving Corporation shall be Inflabloc Pharmaceuticals, Inc

**1.2 Filing and Effectiveness** The Merger shall become effective when the following actions shall have been completed.

(a) This Agreement and Merger shall have been adopted and approved by the stockholders of each Constituent Corporation in accordance with the requirements of the DGCL and the URBCA;

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof;

(c) An executed Certificate of Merger, in the form of **Exhibit A** attached hereto, meeting the requirements of Section 252 of the DGCL, shall have been filed with the Secretary of State of the State of Delaware and the Surviving Corporation and the Non-Surviving Corporation hereby stipulate that they will cause to be performed all necessary acts therein and elsewhere to effectuate the Merger; and

(d) An executed Articles of Merger, in the form of **Exhibit B** attached hereto, meeting the requirements of Section 16-10a-1105 of the URBCA, shall have been filed with the Utah Division of Corporations and Commercial Code and the Surviving Corporation and the Non-Surviving Corporation hereby stipulate that they will cause to be performed all necessary acts therein and elsewhere to effectuate the Merger

The date and time when the Merger shall become effective, pursuant to the provisions of (i) Section 103 of the DGCL and (ii) Section 16-10a-1104 of the URBCA, is herein called the "**Effective Date of the Merger**"

**1.3 Effect of the Merger.** Upon the Effective Date of the Merger, the separate existence of Manticore shall cease and Inflabloc, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by Manticore's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of Manticore in the manner more fully set forth in Section 259 of the DGCL, (iv) shall continue to be subject to all of the debts, liabilities and obligations of Manticore as constituted immediately



prior to the Effective Date of the Merger and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of Manticore in the same manner as if Inflabloc had itself incurred them, all as more fully provided under the applicable provisions of the DGCL and the URBCA

**1.4 Treatment as Reorganization** It is the intent of the parties to this Agreement that the Merger qualify as a reorganization under Section 368(a) of the Code, and each of the parties covenants and agrees not to (i) take any action that would, or could reasonably be expected to, prevent the Merger from qualifying as a reorganization under Section 368(a) of the Code, or (ii) take any position on any tax return or report relating to taxes inconsistent with such intent. The parties hereto adopt this Agreement as a "plan of reorganization" within the meaning of Treasury Regulations Sections 1.368-2(g) and 1.368-3(a) and agree to comply with the reporting requirements of Treasury Regulations Section 1.368-3

## **II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS**

**2.1 Certificate of Incorporation** The Certificate of Incorporation of Inflabloc as in effect on the Effective Date of the Merger in the jurisdiction of its organization will be the Certificate of Incorporation of the Surviving Corporation and said Certificate of Incorporation shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the DGCL

**2.2 Bylaws** The Bylaws of Inflabloc on the Effective Date of the Merger in the jurisdiction of its organization will be the Bylaws of the Surviving Corporation and will continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of the DGCL

**2.3 Directors and Officers** The directors and officers of Inflabloc on the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or until as otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation

## **III. MANNER OF CONVERSION OF STOCK**

**3.1 Manticore Common Shares** Upon the Effective Date of the Merger, each share of Manticore Common Stock, no par value, issued and outstanding immediately prior thereto shall by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for 1,078,152.0 fully paid and non-assessable shares of Series C Preferred Stock, with a par value of \$0.001, of the Surviving Corporation, having such rights, preferences and privileges as set forth in the Certificate of Incorporation of the Surviving Corporation. No fractional share interests of Surviving Corporation Series C Preferred Stock shall be issued. In lieu thereof, any fractional share interests to whom a holder would otherwise be entitled shall be aggregated and rounded up on a holder-by-holder basis to a whole share amount.

**3.2 Manticore Series A Preferred Shares** Upon the Effective Date of the Merger, each share of Manticore Series A Preferred Stock issued and outstanding immediately prior to the Merger shall by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into or exchanged for 1 0781520 fully paid and nonassessable shares of Series C Preferred Stock, with a par value of \$0 001, of the Surviving Corporation, having such rights, preferences and privileges as set forth in the Certificate of Incorporation of the Surviving Corporation. No fractional share interests of Surviving Corporation Preferred Stock shall be issued. In lieu thereof, any fractional share interests to whom a holder would otherwise be entitled shall be aggregated and rounded up to a whole share amount on a holder-by-holder basis.

**3.3 Manticore Series B Preferred Shares** Upon the Effective Date of the Merger, each share of Manticore Series B Preferred Stock issued and outstanding immediately prior to the Merger shall by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into or exchanged for 1 0781520 fully paid and nonassessable shares of Series C Preferred Stock, with a par value of \$0 001, of the Surviving Corporation, having such rights, preferences and privileges as set forth in the Certificate of Incorporation of the Surviving Corporation. No fractional share interests of Surviving Corporation Preferred Stock shall be issued. In lieu thereof, any fractional share interests to whom a holder would otherwise be entitled shall be aggregated and rounded up to a whole share amount on a holder-by-holder basis.

**3.4 Manticore Series C Preferred Shares** Upon the Effective Date of the Merger, each share of Manticore Series C Preferred Stock issued and outstanding immediately prior to the Merger shall by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into or exchanged for 2 739306 fully paid and nonassessable shares of Series C Preferred Stock, with a par value of \$0 001, of the Surviving Corporation, having such rights, preferences and privileges as set forth in the Certificate of Incorporation of the Surviving Corporation. No fractional share interests of Surviving Corporation Preferred Stock shall be issued. In lieu thereof, any fractional share interests to whom a holder would otherwise be entitled shall be aggregated and rounded up to a whole share amount on a holder-by-holder basis.

**3.5 Exchange of Certificates** After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of Manticore Common Stock or Preferred Stock may be asked to surrender the same for cancellation to an exchange agent, whose name will be delivered to holders prior to any requested exchange (the "***Exchange Agent***"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation's Series C Preferred Stock into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of Manticore Common Stock or Preferred Stock shall be deemed for all purposes to represent the number of shares of the Surviving Corporation's Series C Preferred Stock into which such shares of Manticore Common Stock or Preferred Stock, as the case may be, were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any such outstanding certificate shall, until such certificate shall have

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been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of the Series C Preferred Stock of the Surviving Corporation represented by such outstanding certificate as provided above

Each certificate representing Series C Preferred Stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of Manticore so converted and given in exchange therefore, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws

If any certificate for shares of the Surviving Corporation's stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and comply with applicable securities laws and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of the Surviving Corporation that such tax has been paid or is not payable.

**3.6 Tax Consequences** Inflabloc makes no representations or warranties to Manticore or to any stockholder of Inflabloc or Manticore regarding the tax treatment of the merger or any of the tax consequences to Manticore or any stockholder of Inflabloc or Manticore relating to the Merger, this Agreement, or any of the other transactions or agreements contemplated hereby. Inflabloc acknowledges that the stockholders of Inflabloc are relying solely on their own tax advisors in connection with the Merger, this Agreement and the other transactions and agreements contemplated hereby. Manticore acknowledges that the stockholders of Manticore are relying solely on their own tax advisors in connection with the Merger, this Agreement and the other transactions and agreements contemplated hereby.

#### **IV. REPRESENTATIONS AND WARRANTIES OF MANTICORE**

**4.1 Organization and Good Standing** Manticore is a corporation duly organized, validly existing and in good standing under the laws of the State of Utah. Manticore has the corporate power to own its properties and to carry on its business as now being conducted. Manticore is duly qualified or licensed to do business and in good standing as a foreign corporation in each jurisdiction in which such qualification or license is required, except where the lack of such qualification would not have a material adverse effect. Manticore has delivered a true and correct copy of its Certificate of Incorporation and Bylaws, each as amended to date and in full force and effect on the date hereof, to Inflabloc.

**4.2 Authority** Manticore has all requisite corporate power and authority to enter into this Agreement and all other agreements required by the terms hereof to be entered into by Manticore (the "*Ancillary Agreements*") and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the Ancillary Agreements and the

consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of Manticore, and no further action is required on the part of Manticore to authorize the Agreement and the Ancillary Agreements and the transactions contemplated hereby and thereby, subject only to (i) the adoption of this Agreement and approval of the Merger by the holders of a majority of the outstanding shares of Manticore Preferred Stock, voting together as a separate class, and (ii) the adoption of this Agreement and approval of the Merger by the holders of a majority of the outstanding shares of Manticore Common Stock and Manticore Preferred Stock, voting together as a single class (the "***Manticore Stockholder Approval***") The Manticore Stockholder Approval is the only approval of Manticore's stockholders that is necessary to consummate the Merger and the other transactions contemplated hereby This Agreement and each of the Ancillary Agreements to which Manticore is a party has been duly executed and delivered by Manticore and assuming the due authorization, execution and delivery by the other parties hereto and thereto, constitute the valid and binding obligations of Manticore, enforceable against Manticore in accordance with their respective terms

**4.3 No Conflict** To the knowledge of Manticore, the execution and delivery by Manticore of this Agreement and any Ancillary Agreement does not, and the consummation of the transactions contemplated hereby and thereby will not, conflict with, or result in any violation of, or default under (with or without notice or lapse of time, or both), or give rise to a right of termination, cancellation, modification or acceleration of any obligation or loss of any benefit under (i) any provision of the Articles of Incorporation and Bylaws of Manticore, (ii) any contract to which Manticore or any of its properties or assets is subject, or (iii) any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Manticore or its properties or assets

#### **4.4 Capitalization**

(a) The authorized capital stock of Manticore consists of (i) 40,000,000 shares of authorized Common Stock, no par value per share, and (ii) 10,000,000 shares of Preferred Stock, no par value per share, of which 176,000 shares are designated as Series A Preferred Stock, 500,000 shares are designated Series B Preferred Stock, 4,500,000 shares are designated Series C Preferred Stock and 4,824,000 shares are reserved for future series of Preferred Stock As of the date of this Agreement, 901,191 shares of Common Stock are issued and outstanding, 60,192 shares of Series A Preferred Stock are issued and outstanding, 31,388 shares of Series B Preferred Stock are issued and outstanding and 3,516,666 shares of Series C Preferred Stock are issued and outstanding Effective as of the Effective Date of the Merger, all options, warrants or other rights to purchase capital stock of Manticore have been effectively terminated

(b) Manticore has no capital stock authorized, issued or outstanding other than as set forth in Section 4.4(a) above The rights, privileges and preferences of the Manticore Preferred Stock are as set forth in Manticore's Certificate of Incorporation, as amended to date All outstanding shares of Manticore capital stock are duly authorized, validly issued, fully paid and non-assessable and not subject to preemptive rights created by statute, the Certificate of Incorporation or Bylaws of Manticore, or any agreement to which Manticore is a party or by which it is bound No shares of Manticore capital stock are subject to a lien expressly suffered or permitted by Manticore Manticore has not, and will not have, suffered or incurred any Liability (as defined below) relating to or arising out of the issuance or repurchase of any

Manticore capital stock or options or warrants to purchase Manticore capital stock, or out of any agreements or arrangements relating thereto. No vesting provisions, repurchase options, risks of forfeiture or other conditions under any applicable stock restriction agreement or other agreement with Manticore that are applicable to any shares of Manticore capital stock or to options, warrants or other rights to purchase Manticore capital stock, will accelerate as a result of the Merger or as a result of any other events (whether or not associated with the Merger). For purposes of this Agreement, the term "**Liability**" or "**Liabilities**" shall mean any debt, liability or obligation, whether accrued or fixed, absolute or contingent, matured or unmatured, determined or determinable, known or unknown, including those arising under any law, action or governmental order and those arising under any contract.

(c) There are no options, warrants, calls, rights, commitments or agreements of any character, written or oral, to which Manticore is a party or by which it is bound obligating Manticore to issue, deliver, sell, repurchase or redeem, or cause to be issued, delivered, sold, repurchased or redeemed, any shares of the capital stock of Manticore or obligating Manticore to grant, extend, accelerate the vesting of, change the price of, otherwise amend or enter into any such option, warrant, call, right, commitment or agreement. There are no authorized or outstanding stock appreciation, phantom stock, profit participation, or other similar rights with respect to Manticore. Except as contemplated hereby, there are no voting trusts, proxies, or other agreements or understandings with respect to the voting stock of Manticore.

(d) As of the Effective Date of the Merger, the Manticore Stock Plan shall be terminated. Prior to the Effective Date of the Merger, Manticore shall (i) provide Infiabloc with evidence that the Manticore Stock Plan has been terminated pursuant to resolutions of Manticore's board of directors, the form and substance of such resolutions shall be subject to prior review and approval by Infiabloc (which approval shall not be unreasonably withheld) and (ii) take such other actions (including, but not limited to, if appropriate, amending the Manticore Stock Plan) that are necessary to give effect to the transaction contemplated by this Section 4.4(d).

#### 4.5 Intellectual Property

(a) Manticore owns, licenses or otherwise possesses legally enforceable rights to use all Intellectual Property used in or necessary to conduct the business of Manticore as currently conducted. For purposes of this Agreement, the term "**Intellectual Property**" means (i) patents, applications for patents and patent rights (ii) in each case, whether registered or under pending registration, trademark rights, trade names, trade name rights, corporate names, business names, trade styles or dress, service marks and logos and other trade designations and copyrights and (iii), all agreements relating to the technology, know-how or processes used in Manticore's business.

(b) The execution and delivery of this Agreement and consummation of the Merger will not result in the breach of, or create on behalf of any third party the right to terminate or modify, (i) any license, sublicense or other agreement relating to any Intellectual Property owned or exclusively used by Manticore (the "**Manticore Intellectual Property**") or (ii) any license, sublicense and other agreement as to which Manticore is a party and pursuant to

which Manticore is authorized or licensed to use any material third party Intellectual Property (the "**Manticore Third Party Intellectual Property**")

(c) All issued patents and registrations and applications for patents, trademarks, service marks and copyrights, which are held by, or registered in the name of Manticore are valid and subsisting. Manticore has taken reasonable measures to protect the proprietary nature of the Manticore Intellectual Property. All Manticore Intellectual Property is free of all liens and encumbrances.

(d) To the knowledge of Manticore, none of (i) the products previously or currently sold or under development by Manticore or (ii) the business or activities previously or currently conducted by Manticore infringes, violates, or constitutes a misappropriation of, any Intellectual Property of any third party, except for such infringements, violations and misappropriations which are not, individually or in the aggregate, reasonably likely to adversely affect Manticore's operations or result in any material liability for Manticore. Manticore has not receive any complaint, claim or notice alleging any such infringement, violation or misappropriation. To the knowledge of Manticore, no other person or entity is infringing, violating or misappropriating any material Manticore Intellectual Property or Manticore Third Party Intellectual Property.

**4.6 Litigation.** To the knowledge of Manticore, there is no action, suit, proceeding, claim, arbitration or investigation pending or, to the knowledge of Manticore, threatened against or affecting Manticore or any properties or rights of Manticore, by or before any court, arbitral tribunal, administrative agency or commission or other governmental or regulatory authority, agency or instrumentality, individually or in the aggregate, is reasonably likely to result in material damages or any material injunctive relief against Manticore. There are no material judgments, orders or decrees outstanding against Manticore.

**4.7 Financial Statements.** Manticore has delivered true and complete copies of its unaudited consolidated balance sheet as of November 30, 2005, and the related unaudited consolidated income statement for the 11-month period then ended (the "**Manticore Financial Statements**"). The Manticore Financial Statements present fairly in all material respects Manticore's financial condition and operating results as of the dates and during the periods indicated therein.

**4.8 Absence of Certain Changes and Events.** Since November 30, 2005, Manticore has operated in the ordinary course of business and, since such date, there has not been any (i) change, event, circumstance, development or effect that individually or in the aggregate has had, or is reasonably likely to have a material adverse effect on the operations, condition (financial or otherwise), assets (tangible and intangible), liabilities, employees, properties, results of operations or business as now conducted, taken as a whole, of Manticore.

## V. REPRESENTATIONS AND WARRANTIES OF INFLABLOC

**5.1 Organization and Good Standing.** Inflabloc is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Inflabloc has the corporate power to own its properties and to carry on its business as now being conducted. Inflabloc is duly

qualified or licensed to do business and in good standing as a foreign corporation in each jurisdiction in which such qualification or license is required, except where the lack of such qualification would not have a material adverse effect. Inflabloc has delivered a true and correct copy of its Certificate of Incorporation and Bylaws, each as amended to date and in full force and effect on the date hereof, to Manticore.

**5.2 Authority** Inflabloc has all requisite corporate power and authority to enter into this Agreement and the Ancillary Agreements and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of Inflabloc, and no further action is required on the part of Inflabloc to authorize the Agreement and the Ancillary Agreements and the transactions contemplated hereby and thereby, subject only to (i) the adoption of this Agreement and approval of the Merger by the holders of a majority of the outstanding shares of Inflabloc Preferred Stock, voting together as a separate class, and (ii) the adoption of this Agreement and approval of the Merger by the holders of a majority of the outstanding shares of Inflabloc Common Stock and Inflabloc Preferred Stock, voting together as a single class (the "***Inflabloc Stockholder Approval***"). The Inflabloc Stockholder Approval is the only approval of Inflabloc's stockholders that is necessary to consummate the Merger and the other transactions contemplated hereby. The stockholders of Inflabloc have approved this Agreement, the Merger and the other transactions contemplated hereby. This Agreement and each of the Ancillary Agreements to which Inflabloc is a party has been duly executed and delivered by Inflabloc and assuming the due authorization, execution and delivery by the other parties hereto and thereto, constitute the valid and binding obligations of Inflabloc, enforceable against Inflabloc in accordance with their respective terms.

**5.3 No Conflict** To the knowledge of Inflabloc, the execution and delivery by Inflabloc of this Agreement and any Ancillary Agreement does not, and the consummation of the transactions contemplated hereby and thereby will not, conflict with, or result in any violation of, or default under (with or without notice or lapse of time, or both), or give rise to a right of termination, cancellation, modification or acceleration of any obligation or loss of any benefit under (i) any provision of the Certificate of Incorporation and Bylaws of Inflabloc, (ii) any contract to which Inflabloc or any of its properties or assets is subject, or (iii) any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Inflabloc or its properties or assets.

#### **5.4 Capitalization**

(a) The authorized capital stock of Inflabloc consists of (i) 65,000,000 shares of authorized Common Stock, \$0.001 par value per share, and (ii) 55,216,000 shares of Preferred Stock, \$0.001 par value per share, of which 18,416,000 shares are designated as Series A Preferred Stock, 12,800,000 shares are designated Series B Preferred Stock and 24,000,000 shares are designated Series C Preferred. As of the date of this Agreement, 339,750 shares of Common Stock are issued and outstanding, 16,616,000 shares of Series A Preferred Stock are issued and outstanding, 12,000,000 shares of Series B Preferred Stock are issued and outstanding and no shares of Series C Preferred Stock are issued and outstanding. As of the date of this Agreement (i) 1,326,110 shares of Inflabloc Common Stock were reserved for issuance pursuant

to Inflabloc's 2003 Stock Plan (the "**Inflabloc 2003 Stock Plan**"), of which 555,000 shares were subject to outstanding options, (ii) 1,800,000 shares of Inflabloc Series A Preferred Stock were reserved for issuance upon the exercise of outstanding warrants, and (iii) 800,000 shares of Inflabloc Series B Preferred Stock were reserved for issuance upon the exercise of outstanding warrants

(b) Inflabloc has no capital stock authorized, issued or outstanding other than as set forth in Section 5.4(a) above. The rights, privileges and preferences of the Inflabloc Preferred Stock are as set forth in Inflabloc's Certificate of Incorporation, as amended to date. All outstanding shares of Inflabloc capital stock are duly authorized, validly issued, fully paid and non-assessable and not subject to preemptive rights created by statute, the Certificate of Incorporation or Bylaws of Inflabloc, or any agreement to which Inflabloc is a party or by which it is bound. No shares of Inflabloc capital stock are subject to a lien expressly suffered or permitted by Inflabloc. Inflabloc has not, and will not have, suffered or incurred any Liability relating to or arising out of the issuance or repurchase of any Inflabloc capital stock or options or warrants to purchase Inflabloc capital stock, or out of any agreements or arrangements relating thereto. No vesting provisions, repurchase options, risks of forfeiture or other conditions under any applicable stock restriction agreement or other agreement with Inflabloc that are applicable to any shares of Inflabloc capital stock or options, warrants or other rights to purchase Inflabloc capital stock, will accelerate as a result of the Merger or as a result of any other events (whether or not associated with the Merger)

(c) There are no options, warrants, calls, rights, commitments or agreements of any character, written or oral, to which Inflabloc is a party or by which it is bound obligating Inflabloc to issue, deliver, sell, repurchase or redeem, or cause to be issued, delivered, sold, repurchased or redeemed, any shares of the capital stock of Inflabloc or obligating Inflabloc to grant, extend, accelerate the vesting of, change the price of, otherwise amend or enter into any such option, warrant, call, right, commitment or agreement. There are no authorized or outstanding stock appreciation, phantom stock, profit participation, or other similar rights with respect to Inflabloc. Except as contemplated hereby, there are no voting trusts, proxies, or other agreements or understandings with respect to the voting stock of Inflabloc.

## 5.5

(a) Inflabloc owns, licenses or otherwise possesses legally enforceable rights to use all Intellectual Property used in or necessary to conduct the business of Inflabloc as currently conducted.

(b) The execution and delivery of this Agreement and consummation of the Merger will not result in the breach of, or create on behalf of any third party the right to terminate or modify, (i) any license, sublicense or other agreement relating to any Intellectual Property owned or exclusively used by Inflabloc (the "**Inflabloc Intellectual Property**") or (ii) any license, sublicense and other agreement as to which Inflabloc is a party and pursuant to which Inflabloc is authorized or licensed to use any material third party Intellectual Property (the "**Inflabloc Third Party Intellectual Property**")



(c) All issued patents and registrations and applications for patents, trademarks, service marks and copyrights, which are held by, or registered in the name of Inflabloc are valid and subsisting. Inflabloc has taken reasonable measures to protect the proprietary nature of the Inflabloc Intellectual Property. All Inflabloc Intellectual Property is free of all liens and encumbrances.

(d) To the knowledge of Inflabloc, none of (i) the products previously or currently sold or under development by Inflabloc or (ii) the business or activities previously or currently conducted by Inflabloc infringes, violates, or constitutes a misappropriation of, any Intellectual Property of any third party, except for such infringements, violations and misappropriations which are not, individually or in the aggregate, reasonably likely to adversely affect Inflabloc's operations or result in any material liability for Inflabloc. Inflabloc has not received any complaint, claim or notice alleging any such infringement, violation or misappropriation. To the knowledge of Inflabloc, no other person or entity is infringing, violating or misappropriating any material Inflabloc Intellectual Property or Inflabloc Third Party Intellectual Property.

**5.6 Litigation.** To the knowledge of Inflabloc, there is no action, suit, proceeding, claim, arbitration or investigation pending or, to the knowledge of Inflabloc, threatened against or affecting Inflabloc or any properties or rights of Inflabloc, by or before any court, arbitral tribunal, administrative agency or commission or other governmental or regulatory authority, agency or instrumentality, individually or in the aggregate, is reasonably likely to result in material damages or any material injunctive relief against Inflabloc. There are no material judgments, orders or decrees outstanding against Inflabloc.

**5.7 Financial Statements.** Inflabloc has delivered true and complete copies of its unaudited consolidated balance sheet as of November 30, 2005, and the related unaudited consolidated income statement for the 11-month period then ended (the "**Inflabloc Financial Statements**"). The Inflabloc Financial Statements present fairly in all material respects Inflabloc's financial condition and operating results as of the dates and during the periods indicated therein.

**5.8 Absence of Certain Changes and Events.** Since November 30, 2005, Inflabloc has operated in the ordinary course of business and, since such date, there has not been any (i) change, event, circumstance, development or effect that individually or in the aggregate has had, or is reasonably likely to have a material adverse effect on the operations, condition (financial or otherwise), assets (tangible and intangible), liabilities, employees, properties, results of operations or business as now conducted, taken as a whole, of Inflabloc.

## VI. GENERAL

**6.1 Further Assurances.** From time to time, as and when required by Inflabloc or by its successors or assigns, there shall be executed and delivered on behalf of Manticore such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by Inflabloc the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Manticore and otherwise to carry out

the purposes of this Agreement, and the officers and directors of Inflabloc are fully authorized in the name and on behalf of Manticore or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments

**6 2 Abandonment** At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either Manticore or of Inflabloc, or of both, notwithstanding the approval of this Agreement by the stockholders of Manticore or by the stockholders of Inflabloc, or by both

**6 3 Amendment** The Boards of Directors of the Constituent Corporations may amend this Agreement (or certificate in lieu thereof) at any time before the Effective Date of the Merger, provided that an amendment made subsequent to the adoption of this Agreement by the stockholders of either Constituent Corporation shall not (i) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (ii) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger or (iii) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series of capital stock of any Constituent Corporation

**6 4 Registered Office** The registered office of the Surviving Corporation in the State of Delaware is 1209 Orange Street, Wilmington, New Castle County, Delaware 19801 and Corporation Trust Center is the registered agent of the Surviving Corporation at such address

**6 5 Agreement** Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 2401 Foothill Drive, Salt Lake City, Utah 84109, and copies thereof will be furnished to any stockholder of either Constituent Corporation, upon request and without cost

**6 6 Governing Law** This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of the URBCA

**6 7 FIRPTA Notification**

(a) On the Effective Date of the Merger, Manticore shall deliver to Inflabloc, as agent for the shareholders of Manticore, a properly executed statement (the "**Statement**") substantially in the form attached hereto as **Exhibit C**. Inflabloc shall retain the Statement for a period of not less than seven (7) years and shall, upon request, provide a copy thereof to any person that was a shareholder of Manticore immediately prior to the Merger. In consequence of the approval of the Merger by the shareholders of Manticore, (i) such shareholders shall be considered to have requested that the Statement be delivered to Inflabloc as their agent and (ii) Inflabloc shall be considered to have received a copy of the Statement at the request of the Manticore shareholders for purposes of satisfying Inflabloc's obligations under Treasury Regulation Section 1.1445-2(c)(3)

(b) Manticore shall deliver to the Internal Revenue Service a notice regarding the Statement in accordance with the requirements of Treasury Regulation Section 1.897-2(h)(2)

*[SIGNATURE PAGE FOLLOWS]*

*IN WITNESS WHEREOF*, this Agreement having first been approved by the resolutions of the Board of Directors of Inflabloc and Manticore is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized

**INFLABLOC PHARMACEUTICALS, INC.**  
a Delaware corporation

By /s/ Dinesh Patel  
Dinesh Patel, Ph D  
Chief Executive Officer

**MANTICORE PHARMACEUTICALS, INC.**  
a Utah corporation

By /s/ Charles B. Grissom  
Charles B. Grissom, Ph D  
Chairman

***[SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER]***

**EXHIBIT A**  
**FORM OF CERTIFICATE OF MERGER**  
**(Delaware)**

**EXHIBIT B**  
**FORM OF ARTICLES OF MERGER**  
**(Utah)**

**EXHIBIT C**  
**FORM OF FIRPTA STATEMENT**

**MANTICORE PHARMACEUTICALS, INC.**

2401 Foothill Drive  
Salt Lake City, UT 84109

February \_\_\_\_, 2006

**TO THE SHAREHOLDERS OF MANTICORE PHARMACEUTICALS, INC , A UTAH CORPORATION**

In connection with the merger of Manticore Pharmaceuticals, Inc , a Utah corporation (the "**Company**"), with and into Inflabloc Pharmaceuticals, Inc , a Delaware corporation ("**Inflabloc**"), pursuant to the Agreement and Plan of Merger (the "**Agreement**") dated as of January \_\_\_\_, 2006 between the Company and Inflabloc (the "**Merger**"), your shares of Company stock will be replaced by shares of stock in Inflabloc

In order to establish that (i) you will not be subject to tax under Section 897 of the Internal Revenue Code of 1986, as amended (the "**Code**"), as a result of the Merger and (ii) Inflabloc will not be required under Section 1445 of the Code to withhold taxes from the Inflabloc stock that you will receive in connection therewith, the Company hereby represents to you that, as of the date of this letter, shares of Company stock do not constitute a "United States real property interest" within the meaning of Section 897(c) of the Code and the regulations issued thereunder

A copy of this letter will be delivered to Inflabloc pursuant to Section 6 7 of the Agreement

Under penalties of perjury, the undersigned officer of the Company hereby declares that, to the best knowledge and belief of the undersigned, the facts set forth herein are true and correct

Sincerely,

**MANTICORE PHARMACEUTICALS, INC.**  
a Utah corporation

By \_\_\_\_\_  
Charles B Grissom, Ph D  
Chairman